THE SETTLEMENT OF DISPUTES UNDER AGREEMENTS IN THE ANTHRACITE INDUSTRY[1]

In the approaching conferences between the anthracite operators and representatives of the mine workers on the renewal of the agreement which expires on March 31, 1916, the method of settling "grievances" arising during agreements has already been forecasted as one of the most important questions. At the tri-district convention of the United Mine Workers held last September at Wilkesbarre, Pennsylvania, demands were formulated which included the establishment of additional machinery for conciliation in each district, less delay in the settlement of disputes, and the placing of such fundamental questions as detailed wage-scales and conditions of work within the jurisdiction of the conciliation machinery provided for by agreements.[2]

The full significance of these demands cannot be appreciated unless they are considered in their relation to the developments and the tendencies that have been manifested in the history of conciliation and arbitration of grievances since the award of the Roosevelt Anthracite Coal Strike Commission was made in 1903. While this award furnished the principles and the chief machinery for settling disputes and grievances in the establishment of a Board of Conciliation for the entire Pennsylvania anthracite field, there have been at least two important tendencies in the adjusting of grievances arising under the agreements made subsequent to the award. One is seen in the development of additional machinery

[1] Much of the data included in this paper does not exist in documentary form. For this reason the writer desires to make general acknowledgment to union officials, workers, and operators in the anthracite field for much of the material. Particularly does he acknowledge his indebtedness to Professor George E. Barnett, Dr. Selig Perlman, and Mr. John H. Bradford, who were associated with him on the staff of the United States Commission on Industrial Relations at the time the greater part of the material was gathered.

[2] The "tri-district convention" is composed of delegates from the three districts of the United Mine Workers of America in the Pennsylvania anthracite field. This convention formulates and adopts a series of demands upon the operators which later become the principal issues in the negotiations of agreements.

for conciliation of matters before they reach the Board of Conciliation. This development has taken the form of methods by which questions can be settled locally at the collieries or in the districts in which they arise. The other tendency has been toward the settlement, by the system of conciliation and arbitration, of matters of far greater importance than were originally contemplated. This development has been due not only to the fact that new and unforeseen questions arose, such as the introduction of new coal-cutting machines, but also to the facts that increasing emphasis has been given to matters that were within the jurisdiction of the conciliation and arbitration system, and that greater confidence in the efficacy of such a system to settle disputes has been felt. Among the effects of these two developments have been a strengthened prestige and an increased membership of the United Mine Workers in the anthracite field, an effective means of educating immigrant workers in unionism and in collective relations with their employers, and, apparently, a more firmly established basis for collective bargaining in the industry.

Some of the more important features of the evolutionary development of the conciliation and arbitration of disputes under the agreements may be indicated by reviewing (1) the development of the machinery of conciliation and arbitration of these disputes, (2) the working of this machinery in practice, and (3) the general character of the matters coming up for settlement as well as of the settlements themselves.

I. THE DEVELOPMENT OF METHODS OF SETTLING DISPUTES

Two methods of adjusting disputes and grievances have been in existence ever since 1903, when the award of the Anthracite Coal Strike Commission was made. One method was conciliation, at first by a bipartisan Board of Conciliation for the entire anthracite field, and later by local and more direct agencies and means in addition to the central board. The other method was arbitration by umpires appointed by the federal circuit court in the anthracite section of Pennsylvania. To these umpires are referred matters which cannot be settled by the Conciliation Board. The method of conciliation has undergone several important developments,

while the method of arbitration has remained practically unchanged since 1903. The development of conciliation methods may therefore be reviewed in some detail.

As constituted by the Anthracite Coal Strike Commission's awards, the plan of conciliation was as follows:

> IV. The Commission adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee, to be called a Board of Conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said Board of Conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.
>
> The Board of Conciliation thus constituted, shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such Board of Conciliation shall be final and binding on all parties. If, however, the said Board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said Board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.
>
> The membership of said Board shall at all times be kept complete, either the operators' or miners' organizations having the right, at any time when a controversy is not pending, to change their representation thereon.
>
> At all hearings before said Board the parties may be represented by such person or persons as they may respectively select.
>
> No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

It will be noted that the award provided for: (*a*) local conciliation by superintendents or managers of the mines with the miners directly interested, without however providing for any machinery for formal methods; (*b*) conciliation by a joint committee or board representing operators and workers of the entire industry of disputes on all questions which (1) cannot be settled locally,

and (2) are of too great a scope to be settled locally, the majority decision of the board to be final and binding.

The local settlement of disputes was merely inferential from the provisions of the award, and no specific provision for such settlement was made in any agreements until 1909. The Board of Conciliation, however, early in its existence recognized the inference in the 1903 award. At its organization meeting the Board provided by resolution that grievances must, in the effort to secure settlements without resort to the Board, be referred, seriatim, (1) to the foremen of mines, (2) to company superintendents, and (3) to the two members of the Board in the particular district who must first confine their efforts to get the operators concerned to see the complainants and consider the grievance.[1] The object of this resolution was to compel the employer to deal directly with the complaining employee,[2] as well as to secure as large a number of local settlements of disputes as possible. This resolution was in force for six years and was the forerunner of the following provision of the agreement of 1909:

> Any dispute arising at a colliery under the terms of this agreement must first be taken up with the mine foreman and superintendent by the employee, or committee of employees directly interested, before it can be taken up with the Conciliation Board for final adjustment.

Still no local machinery was definitely provided for the settling of disputes, the employers insisting on dealing with their employees as directly as possible and without recognizing the union to such an extent as to concede a provision for permanent or regularly constituted committees representing the local bodies or organizations of mine workers. The question of the convenience of local conciliation methods thus became involved in the question of

[1] F. J. Warne, "Trade Agreement in the Coal Industry," *Annals of the American Academy of Political and Social Science*, September, 1910, pp. 91–92.

[2] This procedure had already been provided for so far as the union was concerned by the constitution of the United Mine Workers of America which provided that whenever any dispute arises between the members of a local union and their employers, it is the duty of the officers of the local union concerned to endeavor to bring about a settlement by peaceful means. If amicable methods fail, then the local union officers may notify the district officers. If the district officers fail to bring about a peaceful settlement, they may order a strike. See Art. X, sec. 1, of the constitution.

recognition, and the status of conciliation as fixed in 1903 underwent no material change until 1912.

The mine workers in 1912 made a specific demand for "a more convenient and uniform system of adjusting local grievances within a reasonable time limit." The agreement of 1912 contained the following provision:

(*d*) At each mine there shall be a grievance committee consisting of not more than three employees, and such committee shall under the terms of this agreement take up for adjustment with the proper officials of the company all grievances referred to them by employees who have first taken up said grievance with the foreman and failed to effect proper settlement of the same. It is also understood that the member of the Board of Conciliation elected by the Mine Workers' organization or his representative may meet with the mine committee and company officials in adjusting disputes. In the event of the mine committee failing to adjust with the company officials any grievance properly referred to them they may refer the grievance to the members of the Board of Conciliation in their district for adjustment, and in case of their failure to adjust the same they shall refer the grievance to the Board of Conciliation for final settlement, as provided in the Award of the Anthracite Coal Strike Commission and the agreements subsequent thereto, and whatever settlement is made shall date from the time the grievance is raised.

It will be noted that the above clause provided for two additional steps in conciliation intermediate between the direct settlement of disputes by local mine managers or superintendent and employee or employers interested, and the reference of disputes to the Conciliation Board, as follows:

a. Reference to grievance committees of employees at each mine, the committees to deal with the officials of the company owning the mine;

b. References to the two members of the Board of Conciliation of the district, one of whom, according to the system already in existence, represents the employers and the other the workers.

Since 1912 a new feature has been evolved in the form of "general grievance committees" composed of representatives from local communities. These committees exist among the employees of certain companies, notably the Delaware and Hudson, in some sections of the field, and among the employees of an entire section, as in the case of the Schuylkill region. They are not provided for in the agreement and are not recognized by the Board of Concilia-

tion. Their origin seems to have been in the work of local grievance committees which, according to the terms of the 1912 agreement, met with company officials within sixty days after the agreement was signed, to prepare statements "setting forth the rates of pay to be certified to the Board of Conciliation." For purposes of convenience, it appears, certain companies met with representatives of all the local grievance committees from their own collieries, and these representatives afterward undertook to become separate entities. They first attempted to make new adjustments in the wage scales involving changes in the system of differentials, and later tried to deal collectively with general questions affecting the mine workers. Not only were they not recognized by the employers and the Board of Conciliation, but their existence has been fought by the leaders of the union. In the 1914 convention, for example, of the United Mine Workers in District No. 1, the question occasioned a good deal of strife and the union was well divided. It appears to be clear that those who were critical of the administration in the union were disposed to side with the advocates of general grievance committees and that the controversy assumed a somewhat political character within the union.

Whatever may have been the influence of this faction in shaping the 1915 demands, it is significant that in addition to a demand for "more simplified and speedy methods of adjusting grievances" there is now a demand for conciliation of questions involving the "arrangements of detailed wage-scales, and the settlement of internal questions both as regards prices and conditions" by reference to "the representatives of the operators and miners of each district." If the last-named demand is acceded to, not only will the machinery for the adjustment of disputes under the agreement be enlarged, but the assignment of the larger questions involving wage rates and conditions of work to the field of its jurisdiction will greatly add to the importance of the local adjusting bodies.

II. THE CONCILIATION AND ARBITRATION PLAN IN PRACTICE

The actual operation of the machinery of settling disputes and grievances arising under agreements may be reviewed briefly under the following heads: (1) the conciliation plan in practice; (2) the

arbitration plan in practice; and (3) cessations of work occurring during agreements.

1. *The conciliation plan in practice.*—With the plan of conciliation, as it has developed up to the present time, in mind, its work in actual practice suggests several points for special consideration. Among these are the appellate principle in the reference of matters coming up for settlement, the tendency toward settling disputes as near to the point of impact as possible, the frequency of disputes and grievances, the effects of conciliative methods on the numerical strength of the union, the relation of the immigrant mine worker to the conciliation plan, and the importance of the personal equation in settling disputes under the conciliation plan.

a) There are no provisions concerning appeals from decisions made at any point in the series of references except the provisions setting forth the finality of the decisions of the Board of Conciliation and of umpires. From the decisions of the Board and of the umpires, according to an explicit provision in the 1903 award and in the subsequent agreements, no appeals can be made, although on one occasion an appeal was made, with the consent of both sides, to a member of the federal judiciary for the settlement of a question on which an umpire and the operators' representatives on the Conciliation Board disagreed. This, however, was an extraordinary case for which no provision had been conceived. While there is provided a method of progressive reference of disputes, starting at the point of impact at the colliery itself, and ending with an outside umpire named by an outside authority, the possibility of judicial review is very slight. There are three points in the series of references where disputants can present their case to a third party—the district Board members, the Conciliation Board, and the umpire—and where the element of review and of adjudication seems to exist. At the two other points, the complaining employee and mine boss, and the grievance committee and the company official, there is no review or adjudication whatever. But even where the first two steps in conciliation fail and the matter in dispute goes to the two members of the Conciliation Board, it does not go as a case on its merits, but as a matter on which the two Board members, with their knowledge of the attitude and of

the precedents of the whole Board, may be able to settle. Furthermore, even the Board itself is frankly regarded as bipartisan, and while the disputants present their cases in a formal way to the Board for a decision, the element of conciliation is intended to be predominant. In other words, the entire series of references up to the umpire is a series of attempts by representatives of both sides to a dispute to settle out of court rather than in court, and it is taken for granted in all of the steps in this series and expressly provided in one that when a settlement is made it is final because it *is* a real settlement of the dispute.

The fact that certain precedents have grown up in the Board of Conciliation in the settlement of certain disputes does not essentially invest the Board with judicial authority, although it may be an evidence of a judicial habit. The entire plan of settling disputes under the agreement, therefore, is so constructed as to eliminate, as far as possible, the element of arbitration, or of judicial review, by any other kind of a body than a strictly equipartisan one, except as a last resort.[1] The appellate principle is strikingly absent, so far as the form of reference of disputes is concerned.

At the same time, it must be remembered that the average individual mine worker naturally looks upon the entire process of settling disputes as a series of appeals from the decisions of his employer or of his employer's representatives. He has been accustomed to look for compulsion from this employer, and at one time his only method of appeal from his employer's decision was the strike. The new method of "conciliation" is to him a means by which he can refer his employer's decision to some other authority. The extent to which the agreement is an actual contract between employer and employees is the measure of the correctness of his view.

b) Provision for methods of conciliation has naturally resulted in a large number of separate disputes and matters coming up for conciliation. While no statistics are available for the years prior

[1] The testimony of John Mitchell at the Washington, D.C., hearings of the United States Commission on Industrial Relations showed very clearly his opposition to the submission of differences to a third party. Mr. Mitchell was the mine workers' representative before the Anthracite Coal Strike Commission whose awards laid the basis for the present plan.

to 1903, there is evidence that for a number of years prior to the general strikes of 1900 and 1902, labor disputes were few and far between and grievances were rarely aired.[1] Since the 1903 award went into effect, the number of complaints submitted to the Board of Conciliation by years, has been as follows:

Year	Number of Complaints	Year	Number of Complaints
1903	107	1909	8
1904	16	1910	15
1905	16	1911	5
1906	8	1912	3
1907	7	1913	51
1908	9		

The large number of grievances coming up immediately after the award went into effect and the increases in 1910 and 1913 following amendments to the award are significant. Many of these cases were caused by the need for interpretation of the awards and the new agreements; others were due to the fact that outlets for grievances were provided especially in the case of the 1903 award and the 1912 agreement.[2] But the foregoing statistics do not exhibit the actual number of grievances since they do not include those which are settled without reaching the Board. Unfortunately no records are kept of grievances and disputes which are settled without reference to the Board or umpires; but it is asserted by members and officials of the Board that their number has greatly increased since 1912.

c) The foregoing considerations suggest a tendency toward stopping disputes near or at the point of impact. Aside from the creation of new local machinery by the 1912 agreement, and aside from the concomitant provision for reference to the two district members of the Conciliation Board before reference to the entire Board, the conciliation work of individual members of the Board

[1] Assertions to this effect have been made by operators at various times. See *Report of the Anthracite Coal Strike Commission* and proceedings of conferences.

[2] The mine grievance committee was characterized to the writer by labor leaders, as a benefit to the worker, because local machinery was thereby afforded by which a worker could present a grievance and have it settled without going to the Conciliation Board, and by which the opportunity for the settlement of grievances was made greater than ever before. It is natural, therefore, that the opportunity should be taken advantage of.

before 1912 showed a considerable growth. An increasing proportion of grievances, it has been stated by members of the Board, never reach the Board, because they are settled either by the union member of the Board or by the two members of the Board in a district. The provision of the 1912 agreement referred to above was, therefore, little more than a formal recognition of the work of these conciliators. It is a significant fact, perhaps, that the number of grievances settled by agreement, usually by members of the Board in the district in which the grievance originated, was much larger proportionately from 1909 to 1912 than from 1903 to 1906, as Table I shows.

TABLE I

DISPOSITION OF GRIEVANCES BROUGHT BEFORE THE ANTHRACITE BOARD OF CONCILIATION, 1903–12

Disposition of Grievances	Number Brought up in		
	1903–6	1906–9	1909–12
Complaints on which the Board took no action:			
Settled by agreement of both parties	14	3	9
Withdrawn by complainant	53	7	9
Refused by Board	5	.....	1
Complaints decided by the Board:			
Employees sustained	31	7	2
Employers sustained	19	2	5
Complaints going to umpire and decided:			
For employee	6	3	*
For employer	15	4	*
Total	143	26	26*

* About six in all were pending when the report of the Conciliation Board was published.

Thus 10 per cent of grievances presented to the Board in 1903–6 were disposed of by means of settlements by agreement of operators and mine workers immediately concerned, 12 per cent in 1906–9, and over 28 per cent in 1909–12.

d) The creation of machinery for the local conciliation of disputes has unquestionably aided the rapid growth of the union since 1912. Confidence in the ability of the organization to obtain the settlement of specific grievances arising at the collieries has resulted, and membership in the union has meant tangible benefits

to the mine worker. This effect has been much greater under the 1912 agreement than under the preceding agreements, because of the provision for colliery grievance committees. The grievance committee is both an inducement to the mine worker to join the union in order to gain the benefit of collective action on matters of local interest, and a weapon which the union organization uses to force him to join.

No provision was made as to the manner in which the grievance committees are to be selected. There is reason to believe that such a provision was purposely omitted, since it would involve more or less formal recognition of the union local. In practice the committees are chosen by the union local and have refused to take up grievances of non-union workers; in fact it has been asserted that this is the usual procedure, and that the mine committees are nothing more than an active auxiliary to the union campaign for membership and the "button strike" method of compelling non-union mine workers to join the union. There seems to be no doubt that the mine grievance committee has had the effect of aiding the unusual increase in union membership since 1912. The practical recognition by the employers of local bodies representing the local unions was certainly a factor of great importance in stimulating the immigrant mine worker to join the union because it enabled him to see with his own eyes a concrete piece of industrial machinery which stood ready to take up his grievance and if need be to carry it "higher up" for adjustment. It was natural, therefore, that he join the union in order to acquire a standing before the committee; if he did not join, he would face the opposition of the committee when he had a grievance to be aired.

e) The accusation that there has been more delay in the settlement of disputes than is necessary has been frequently made by mine workers. How far avoidable delay occurs is difficult to determine. Data relative to the length of time required to settle disputes under the agreements are incomplete for two reasons: (1) the date on which action was taken by the Conciliation Board in cases referred to it is usually not given in the reports; (2) no records are kept of the disputes which do not reach the Board. The report of the Conciliation Board for 1903–6 gives a recapitula-

tion which is complete, but this is not given in subsequent reports. Following are the data for 1903–6 under the awards:[1]

Hearings or Action Taken Within		Action of Umpire Within	
One month	44	Two months	2
Two months	69	Four months	1
Over two months	37	Seven months	1

While no records exist of the grievances referred to mine committees under the 1912 agreement, it appears to be generally thought that disputes have been settled by the new plan of conciliation with less delay than formerly. Frequently the first step in conciliation, the effort to settle differences by direct conference between mine boss and complainants, is omitted and the grievances are first brought by the mine committees, and usually these grievances are promptly settled, unless they are referred, by a conference of committee and company officials. The 1912 provision permitting the union member of the Conciliation Board for the district to sit in these conferences, aids in the prompt settlement of disputes, since the Board member knows pretty well what the prospects for a successful reference of a dispute to the Board are, and he advises the committee accordingly. His knowledge of precedents also serves to guide the settlement of local grievances. The conciliation work of the two members of the Board from the district in which a grievance originates serves to prevent delay by bringing about settlements without reference to the Board. More business-like methods of procedure have also served to lessen the time required for final action on a grievance. The Board of Conciliation meets regularly twice a month. In 1914, 90 meetings were held for the disposition of grievances, besides frequent conferences between the two district members of the Board and between the individual members and the grievance committees and complainants.

Under the present methods, it does not seem that there is unwarrantable delay in obtaining decisions on matters coming up for settlement. The members of the Board of Conciliation have other duties than those attached to their office. The cases coming up before the Board frequently require the taking of

[1] *Report of Board of Conciliation for Three Years Ending March 31, 1906*, p. 335.

lengthy testimony and the evidence must be carefully digested before a decision can be made. Many trivial cases consume the time at the Board's disposal. In some instances the decisions require more than one conference; the matters involved are often questions on which careful interpretations must be made or actual conciliation is needed. In fact, it appears to be true that most of the cases of apparent delay are not so much the fault of the Board of Conciliation as of the character of the cases themselves. Frequently, where a grievance is brought up which is without sufficient basis, it is not pressed. Either it is postponed in order to secure further evidence or else it is not withdrawn and is allowed to stay on the "docket" because a member of the Board does not wish to confess to his constituents that he has not been able to secure favorable action; hence the Board is blamed for delaying action. The realization that less delay can be brought about only by additional conciliation machinery is clearly manifested in the mine workers' 1915 demands.

f) The attitude and the character of those who compose the Board of Conciliation and the local grievance committees are an important factor in the settlement of matters under the agreements. This is inevitably so, for several reasons, although the effect of the "personal equation" cannot be statistically stated. The members of a Board of Conciliation which meets regularly and frequently to pass on questions that often involve the same general principles learn to know each other personally and to understand in an intimate way the position, with reference to their constituencies, in which they are placed. The character of the grievances coming before the members of the Board and even their disposition depends a good deal on this personal element. In one district, the members of the Board representing the employers and the union may understand each other better than in another district, and work together with greater facility. In another district, the union member of the Board may be inclined to be a union "politician" and to insist on points that will increase his prestige with his constituents. This will result in some friction and appears to hinder rather than help conciliation. A trivial case may be pushed more because of the publicity it happens to get than because of the importance

of the principle involved. For example, a breaker boy was discharged by a company for some infraction of the rule. After eight days the boy found employment in a mill at better wages than he was getting on the breaker. A grievance was presented on the ground that the boy was unjustly discharged. The boy did not want to return to the breaker because he was getting better wages than he did as a breaker boy, but the issue was made on payment of his wages for the eight days he was idle. The principle that a discharged worker ought to be paid for time lost if he lost it through no fault of his own had long been established, so that in this case the fundamental principle was not at stake, but his wages at a dollar a day. The attitude of the district union member of the Board was such as to cause the grievance to be brought before the whole Board where it was necessary to hear a large amount of testimony and to take up a half a day's time of the Board. The question involved had its right or its wrong, of course, but the inability of the two members of the Board to adjust so small a matter was probably due to the desire of one of them to gain support for himself among his constituents. An employer member of the Board may likewise be so great a stickler for technicalities that friction may continually result. In another district, the two members may work together well, rarely present a case for decision by the Board, and never do so unless it involves a new issue or a new interpretation of the agreement. The opinion has been expressed that the union member under such circumstances has been able to gain more concessions on account of his personality and his attitude than other union members of the Board.

While the personal element cannot be accurately measured, one cannot but be impressed with its importance in the actual work of the Board of Conciliation as a whole and particularly in the work of its members. The longer the process of conciliation goes on, the greater seems to be the importance of the "personal equation," especially in the settlement of matters by local conciliation and by the district Board members. Even the origin of grievances is affected in this way. At some collieries are the aggressive individuals—the "trouble makers"—in the leadership of the local union, and at these collieries grievances occur with so much greater

frequency that their real cause cannot be doubted. It has been said that if the local grievances could be charted on a map of the anthracite field, it would be seen that in certain sections and particularly at certain collieries the grievances would be concentrated, while other collieries—the majority—would receive no distinguishing mark. And while the natural tendency is for the personal element to be discounted by the Conciliation Board, its bearing on the general problem of industrial relations and their adjustments is great, even if indefinite.

g) The fact that the newer immigrant races compose so large a proportion of the anthracite mine workers is an element of great importance in the operation of the conciliation plan. The inexperience of this group of workers in collective bargaining, their ignorance of American points of view, of the real issues at stake, and of the purposes and aims of unionism, and the characteristics peculiar to the various races represented, have injected into the situation elements so complicating as to menace at times the success of the work of conciliation. In spite of what naturally appear to have been insuperable obstacles, however, it may be confidently said that the conciliation plan has been fairly successful in dealing with the immigrant and that the immigrant has gradually been educated in its aims and methods to a far greater degree than would be expected.

Roughly speaking, about 80 per cent of the United Mine Workers' organization in the anthracite field is composed of Polish, Italian, and Roumanian immigrants. This large proportion has been secured, so far as active organization by the union is concerned, by employing organizers of different nationalities; by printing the union constitution, by-laws, and rules of procedure, and the agreement, in the different languages; by allowing immigrants to hold important offices in the local unions and even in the district organizations; and by the enforced payment of dues through "button strikes" and the work of the grievance committees. Either the president or a vice-president of nearly every local is of one of the nationalities of newer immigrants and he is intrusted with the duty of translating the debates and rulings for the information of members who cannot understand English. It seems to be true

that the newer immigrants are inclined to have a passive attitude toward the activities of the locals and the union organization, but as they become more Americanized they gradually take a more active part. Not only are they prominent among the officers of the local and district organizations, but they are active members of grievance committees, constitute a large proportion of the delegates to the district and joint district conventions, which determine the policies of the union in collective bargaining, and have been on the conference committees to meet the operators. That their increasing strength and influence in the union is regarded with apprehension by some of the natives and of the older group of immigrants is not disguised. At the same time, it is also recognized that the longer the experience the immigrant has, the more conservative he becomes and the more inclined he is to work with the element which has been in control of the policies of the union.

The position which the newer immigrant has attained has not been without difficulty, both on his part and on the part of the older and native element, or without perils to the cause of unionism. The emotionalism of the newer immigrant, his ignorance, his totally different point of view, and his frequent inability to see the larger issues at stake beyond trivial or mere personal grievances, have been serious obstacles to conciliation. The tendency on the part of the newer immigrants to take quick group action on matters on which the individual would hesitate perhaps even longer than the older immigrant or the native, has been and is another difficulty. For example, newer immigrant individuals have been interviewed when a grievance was pending with regard to their attitude and their understanding of unionism and the trade agreement and have shown an understanding and appreciation that were unmistakable. On the very evening of the day they were interviewed they have been among the first to shout "Strike!" at a meeting of their local where the grievance was aired. Counterbalancing these characteristics and tendencies, however, is the willingness of the newer immigrant to be led by members of his own race who are in sympathy with conservative policies. Sometimes it is necessary to make an emotional appeal to him on the grounds of loyalty to the union; at other times, calm reasoning will be sufficient,

especially if he can be dealt with individually. Accustomed as he has been to a sort of feudal relationship to his landlord in the country of his birth, the basis of which was the opportunity to obtain assistance in times of distress, he now looks for guidance to the older immigrants of his own nationality. His unionism, while emotional, is at the same time personal. Without the influence of the leader of his own race an agreement would have little weight, and conciliation would have small meaning; he would either become a rampant radical or he would be a serf. But under the influence of conservative leaders he is becoming educated in the point of view which is necessary to collective relations with the operators. Unionism in the anthracite field has become an effective factor in assimilation, breaking down racial solidarity, training the newer immigrant in conservative action, and bringing him in close touch with native and older immigrants. This fact is strikingly apparent to anyone who has had the opportunity to observe the situation during the last few years.

The operators, while complaining that the mine workers themselves—especially the "foreign" element—have not been capable of collective action, particularly where they are allowed to act directly through colliery grievance committees, are appreciative of the difficulties of the union leaders in controlling the newer immigrants, and have made concessions with the specific purpose of enabling this control to be more completely exercised. They are disposed to look upon the efforts of the union leaders as sincere, and at least some of them are willing to lessen and even to remove what has been an obstacle of their own making, the absence of formal and complete recognition. For if a closed shop could be authoritatively maintained, the control of the newer immigrant element would, it is claimed by union leaders, be very much more easily accomplished and collective relations would be more solidly established.

Thus, under the conditions which are found actually to exist, and with the forces at work, there is a tendency of an unmistakable kind. The longer the immigrant stays, the better educated he is in collective bargaining, the more amenable he is to American procedure, and the clearer is his conception of his responsibilities.

He does not seem to have injected any permanent radicalism into unionism in the anthracite field. The I.W.W. movement never succeeded in gaining a foothold, for example. The immigrant mine worker seems to be assimilating the ideals and the philosophy of the unionism that he finds, rather than molding or changing them in any appreciable degree.

2. *The arbitration plan in practice.*—The method of arbitration of disputes provided by the Anthracite Strike Commission in its 1903 award was set forth as follows:

> If, however, the said board [Board of Conciliation] is unable to decide any question submitted, or any point related thereto, that question or point shall be referred to an umpire, to be appointed, at request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

This method has remained without change under the subsequent agreements. The umpire is chosen for each case as it comes up, and the contingency of a deadlock in choosing an umpire is prevented by having his appointment in the hands of a federal judge in the anthracite section. In practice, however, both parties are consulted and as a rule have been able to agree on the man to be named, and the choice has been so closely confined to three men, former United States Commissioners of Labor Carroll D. Wright and Charles P. Neill and former United States Circuit Judge George Gray, all of whom were connected in official capacities with the Strike Commission, that the principle of permanent umpires may be said to have been followed. The first two named were national officials while acting as umpires except in the case of Dr. Neill who was employed as umpire for several years after his resignation as Commissioner of Labor. Furthermore, all of them may be considered expert arbitrators, expecially Dr. Neill, whose experience in this line has been extensive and varied.

A rather unusual situation occurred in 1904, when reference was made to Judge Gray, then of the United States Circuit Court, after Umpire Wright had given a decision. The question arose in 1903 whether deductions could be made from the wages of all of the miners at a colliery for the payment of check weighmen or check docking bosses when only a majority of the miners had petitioned

for the installation of weighmen or bosses. The Board of Conciliation decided, in July, 1903, on a case presented to it, that check weighmen or check docking bosses should be installed when a majority of the miners petitioned, but that collections for paying their salaries or wages could be made only from those miners who consented. In October, 1903, the question came up again to the Board in another grievance case in which it was claimed that certain operators had refused to collect a certain sum from each miner for the payment of weighmen or docking bosses. The Board divided on this occasion, and the question went to an umpire. Umpire Wright did not sustain the grievance as it was presented—he made rulings that sustained the contentions of the complainants. The operators' representatives on the Board, however, claimed that the umpire had no authority to reverse a decision of the Board. As a way out of the difficulty, the interests represented on the Board agreed to submit the interpretation of the award to Judge Gray, agreeing to abide by his decision, whether it meant discharging the umpire's rulings or rescinding their own decision of July, 1903. Judge Gray, after a lengthy review of the case in all of its aspects, interpreted the award in the same way as Umpire Wright.

The distinctly arbitrative nature of this reference is seen, first, in the fact that the representatives of mine workers and of operators had clashed and deadlocked, and, second, in their agreement to abide by the opinion of Judge Gray even if his opinion should have been contrary to the umpire's decision. In other words, the situation was a peculiarly critical one. While the technicality of the authority of an umpire to reverse a decision of the Board was introduced, the real question was fundamentally similar to that of the check-off. The creation of a miners' fund by deducting a specified sum fixed by a majority of the miners and the precedent of deducting it from all the employees' wages at the demand of those employees who were members of the union locals were looked upon as constituting a dangerous precedent. It was an instance where the plan of conciliation and arbitration broke down and where it was necessary to create new, although temporary, machinery to bring about a settlement.

This was, however, the only instance of its kind.

3. *Cessations.*—The number of cessations of work cannot be exactly determined prior to 1913, nor can cessations be distinguished from suspensions incident to the making of agreements in those years in which agreements were made. In other years, however, the number of cessations was inconsiderable except for 1913. The following statistics (Table II) show the number of men on strike, the days lost from work, and the average days lost per striker in the years in which agreements were not made. In cases where "None" appears, either there were no cessations at all or the number was so slight that it was not included in the tabulations of the United States Geological Survey.

TABLE II

Year	Number of Men on Strike	Total Days Lost from Work	Average Number of Days Lost per Man on Strike
1901.....	None	None	None
1903.....	None	None	None
1904.....	2,228	34,103	15
1905.....	4,998	33,986	7
1906.....	None	None	None
1908.....	None	None	None
1910.....	2,853	15,739	6
1911.....	5,900	36,958	6
1913.....	64,086	481,678	8
1914.....	26,115	179,743	7

From Table II it will be seen that the cessations from 1901 to 1911, inclusive, were inconsiderable. They were in the form of local colliery strikes of short duration and were caused by local disputes over local questions, according to statements of union officials and the mine operators. The United States Geological Survey reports no cessations at all in 1901, occasional cessations of short duration and having little effect on coal production in 1903, and only five small strikes in 1904.

In 1910, the year after the 1909 agreement for three years had been consummated, there were stated to be a few cases of temporary shut-downs because of labor difficulties. Only one instance occurred in which the idleness extended over 12 days, most of the troubles lasting from one day to one week. Some idea of their causes may

be gleaned from the complaints made by operators to the Conciliation Board and the employees' answers. Only six of these complaints were made from 1903 to 1912 and in four of them the causes are shown as follows:

May, 1903—Demand of men that pay days be unchanged.

July, 1903—Demand of men for increased pay, the issue being an interpretation of the 1903 award.

August, 1904—Demand of men to test coal scales at mine.

February, 1907—Refusal of men to clean coal.

The cessations in these instances lasted a few days, with the exception of the second one named, which lasted four months and involved 60 men.

Under the 1912 agreement the cessations have been more numerous than under the award or the previous agreements. According to the report of the Bureau of Anthracite Coal Statistics,[1] the suspension pending the making of a new agreement, which lasted from April 1 to May 20, 1912, accounted for all of the idle days caused by strikes; hence, it must be assumed that no cessations of work occurred. In 1913, however, 64,086 men were on strike, losing 481,678 work days, or an average of 8 days per striker. There were strikes at ninety-three different mines during the year. In 1914 the number of strikes was smaller, less than one-third as many men were involved, and the average duration of the strikes was less. In 1915 the colliery strikes have, according to unofficial data, shown a considerable increase. While the United States Geological Survey does not class these strikes as "serious interruptions" from the standpoint of production,[2] they were regarded as extremely annoying by many of the operators and as evidence of inefficiency in the new conciliation machinery introduced by the 1912 agreement. They were of two kinds, petty grievance strikes and "button strikes."

[1] This Bureau furnished the data on the anthracite coal field to the United States Geological Survey from which the foregoing statement is taken (*Production of Coal in 1912*, p. 42).

[2] "In consequence of the miners and operators again extending the terms of the awards, this time for a period of four years, there were no serious interruptions to coal-mining operations by labor troubles in 1913."—*Coal Production in 1913*, p. 883.

a) Petty grievance strikes appear to be due to one of two causes when conditions at a colliery bring about dissatisfaction. The local union may be influenced by a radical or emotional leader to strike without employing the conciliation machinery provided by the agreement. The local union itself may be controlled by an excitable element and force its leader to agree to a strike. The former cause is believed by the operators to be the most frequent cause of petty strikes of this character, while labor leaders ascribe them chiefly to the presence of immigrant workers. There seems to be ground for the validity of both explanations. In the one case, the frequency of grievance strikes at certain collieries where, it is claimed, leaders of the types referred to are known to be, would tend to substantiate the operators' view. In the other case, observation of actual meetings of mine locals shows that the immigrant workers are responsible; the introduction of conciliation methods among a population composed of peoples whose racial characteristics are so different from the older immigrants and nations may be expected to have unusual results. On the other hand, the tractability of the newer immigrant when he is approached by those who understand him is a well-known characteristic, and observation of actual instances has shown that the intelligent labor leader has been able to prevent many local strikes because he has known how to deal with the new immigrant unionist.[1]

b) "Button strikes" are not caused by dissatisfaction with working conditions, but are a method of obtaining a closed shop at a colliery. Buttons are issued each month by the union to members

[1] The prevalence of petty grievance strikes was a subject of comment in the report of President John T. Dempsey, of the U.M.W. District No. 1 to the annual convention in July, 1913. He said: "I regret that it is necessary for me to call your attention to the fact that during the past year violations of the laws of the organization and the terms of the agreement have been quite frequent. Numerous petty strikes for trivial causes have taken place and have been the cause of much resentment and bitterness on the part of the operators. I am of the belief that these practices cannot result in any permanent good for our organization or its membership. Therefore I strongly recommend that this convention place itself squarely on record for the faithful observance of our laws and contracts."

The report of the convention's committees on officers strongly seconded this advice, but the debate showed that some of the local union leaders believed that they had grounds for this participation in mine strikes. The report was adopted, but not unanimously.

as receipts for payment of their monthly dues. In order to enforce the payment of membership dues by all workers at a colliery, a strike of the button wearers is sometimes inaugurated to force the non-union workers to join. Naturally these "button strikes," as they are called, occur most frequently during membership campaigns by the United Mine Workers. In 1913, when an effort to recruit the union strength was being made, they were numerous and occasioned vigorous protests from the operators. In 1915, during a campaign for members preliminary to the 1916 negotiations, they were again quite numerous. While button strikes are technically violations of the agreement, and the Board of Conciliation unanimously passed a resolution condemning them as violations, the opinion has been expressed by labor leaders that if the operators had conceded the check-off, the closed shop, and full recognition, the union would be in the position of supplying labor according to contract instead of fighting for its existence at every colliery.

Button strikes occur, as suggested above, spasmodically. In 1914 they practically disappeared for three reasons: (1) in some cases, collieries were completely unionized and the custom of belonging to the union apparently established; (2) in other cases, a revulsion of feeling took place among the workers and they were no longer willing to lose two or three days' pay in order to force a recalcitrant worker to join; (3) in still other cases the use of the lockout by operators as a means of punishment was effective. One company, for example, adopted the policy of closing down a colliery, where a button or grievance strike had started, for two or three weeks. This method of discipline, it is claimed, caused the workers to "think twice" before striking again and to blame the instigators of the strike for their loss of wages.

III. SETTLEMENTS OF DISPUTES AND GRIEVANCES

The nature of the questions coming up for settlement under the 1903 award and the subsequent agreements has largely determined whether the settlements themselves are purely interpretative of the award and the agreements or are amendatory of them.[1]

[1] Since no records are kept of grievances or disputes unless they are brought before the Board of Conciliation, the data relating to these matters are confined to the

a) The great majority of the settlements have been interpretative. The specific questions involved which may be classed as necessitating interpretative settlements have been as follows:

(1) Questions of wages, such as advances allowed by award and agreements, reduction in wages (i.e., below the rates allowed), back pay, and interpretation of sliding scale. Some of the other issues indirectly required interpretation of the award and agreements, such as those involving rates for yardage, cars, size of cars, and topping, since the differentials and all rates of pay were permitted by the award and the agreement to remain on the same system as prevailed in April, 1902, the new provisions allowing only horizontal percentage increases. Fully half of the matters relating to wages were thus clearly interpretative.

records of the Board, four volumes of which have been published, covering the period 1903–13. It is believed that the matters coming up for settlement by the Board are fairly representative of the general character of all of the grievances and disputes. The following table presents a recapitulation of the matters coming before the Board for the ten years 1903–13:

GRIEVANCES BEFORE ANTHRACITE CONCILIATION BOARD, 1903–13

Nature of Grievance	Settled by Agreement	Withdrawn*	Employees Sustained	Employer Sustained	Refused by Board†	Umpire's Decision		Totals‡
						For Employee	For Employer	
Wages	22	33	20	15	4	10	19	123
Rates for coal	.....	.....	.....	2	.....	.....	.....	2
Check docking boss and check weighman	.....	1	2	2	.....	.....	1	6
Hours	1	6	3	.....	.....	.....	1	11
Discrimination against employees	6	27	19	8	2	4	1	67
Size of car	1	1	1	.....	.....	.....	1	4
Price of powder	.....	.....	.....	.....	.....	.....	1	1
Strike of employees	1	6	.....	5	.....	.....	.....	12
Condition of employment	1	7	.....	.....	.....	2	2	12
Collection of union dues	.....	.....	5	.....	.....	.....	.....	5
Miscellaneous	.....	6	2	.....	.....	.....	1	9
Totals	32	87	52	32	6	16	27	242

* Cases marked "withdrawn" in the foregoing table were for various reasons, the large majority being when the reply of the operators to the miners' complaints plainly showed that there was no ground for complaint. Others were because of compromise by parties to grievance, failure of interested parties to appear before the Board to prosecute the cases, and complainants quitting the employ of the company. Except for 1903–6, the records do not show the cause of withdrawal except in a general recapitulation (*Report of Board of Conciliation, 1903–1906*, p. 335).

† Because complaints were out of the Board's jurisdiction.

‡ Definite complaints to the number of 254 were made in the period 1903–13, the division according to periods being as follows:

Period	Number of Complaints
1903–6	143
1906–9	26
1909–12	26
1912–13	59

(2) Check docking bosses and check weighmen.

(3) Hours.

(4) Discrimination against employees because of union affiliations, so far as it could be determined according to the definition of discrimination given by the award and the agreements.

(5) Strikes of employees.

Such matters as the price of powder and the rates or prices of coal paid by employees for their domestic use involved a settlement of the question of whether or not they could be considered as among those conditions existing in April, 1902, which were to remain unchanged. Generally speaking, the award and the subsequent agreements may be said to have been fairly definite in their provisions. The largest number of grievances brought before the Board in 1903–12 related to wages and discrimination on account of union affiliation, 145 out of the total of 195 being of these two classes. The award and the agreements definitely fixed the differentials existing in 1902 as the basis; the questions coming up, therefore, related (1) to the differentials and other conditions in existence before the award was made, and (2) to the method and the extent of the application of the terms of the award.

b) Matters coming up for settlement which could not be disposed of by strict interpretation of the award or of the agreements. Only four instances of this kind, apparently, have occurred, but they are important because they occasioned or paved the way for amendments to agreements. They may be stated briefly as follows:

(1) The supplementing of the 1909 agreement by a resolution of the Board of Conciliation which provided for a series of references of grievances to be followed before they could be brought before the Board itself. This was a legislative act on the part of the Board which had not been specifically provided either in the awards or in the agreement, but which was regarded as necessary to carry out the spirit of the agreement.

(2) Several grievances alleging discrimination by employers against employees on account of union affiliation. These involved a single point, and they were made the subject of special rulings which became provisions of a later agreement.

(3) A case involving the wages of laborers employed by contract miners. This case was of special importance because a large number of workers were concerned, and may be reviewed in more detail.

The case first came up in May, 1903, in a grievance from certain laborers employed by contract miners for a certain company,[1] the laborers requesting that the advance of 10 per cent in wages granted by the Coal Strike Commission should be given to them as well as to contract miners. The Board of Conciliation upheld the miners in their contention, but in doing so it distinctly went beyond the provisions of the award. The award of the Commission was "that an increase of 10 per cent over and above the rate paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that mine, from and after November 1, 1902," etc. No mention of the employees of contract miners was made in connection with increase in wages. The petition of the laborers to the Board of Conciliation in this case asked that the Board "find that it was the intention of the Anthracite Coal Strike Commission to include the class of mine labor represented" by the petitioners. The action of the Board was couched in terms that made it appear interpretative rather than amendatory of the award. "Taking effect August 1, 1903," said the formal action of the Board, "it is resolved by the Board of Conciliation in its interpretation of the award of the Anthracite Coal Strike Commission, that contract miners' laborers are entitled to partake in the benefits of the wage provisions of the award." The fact that contract miners' laborers were not regarded by the Commission as employees of the operators was recognized in a decision of Umpire Carroll D. Wright in a later case (Grievance No. 62, September 4, 1903), in which he said, "In regard to the miners' laborers, the Commission left it entirely to the miners to do justice to them. This was because the miners' laborers are not employees of the operators, but of the miners themselves." Furthermore, the award of the Commission was quite specific in providing that the 10 per cent increase was to be paid "from and after November 1, 1902." The Board's ruling in regard to miners' laborers, however, was effective only from and after August 1, 1903.

[1] Grievance No. 9: Coxe Brothers & Co.

This view of the Board's action was taken by Umpire Charles P. Neill in a decision on August 26, 1914 (Grievance No. 245, Item 1), interpreting a provision of the 1912 agreement relating to the "standard rate" to be paid by contract miners to their employees.[1] In reviewing former decisions and actions relating to contract miners' employees, Dr. Neill said of the ruling made by the Board in May, 1903:

> The Board of Conciliation had in its membership three official representatives of the miners when acting in a collective capacity. In acting on this grievance, therefore, the Board, with the concurrence of the body of contract miners as represented by their officials on the Board, may be regarded as making an agreement *supplementary* to the award of the Commission, and thus doing justice to the laborers of the miners as it had been left to the miners to do by the Commission, according to the opinion of Umpire Wright. On no other hypothesis can the Umpire understand the action of the Board in making its ruling effective August 1, 1903.[2]

Since both Umpire Wright and Umpire Neill were connected with the Coal Strike Commission in official capacities, their views may be considered authoritative. Particularly significant is Dr. Neill's point that the members of the equipartisan Board of Conciliation had the power to bargain collectively.

(4) Rates of pay: While the Board of Conciliation and the umpires have been called upon on a number of occasions to decide what rates should be paid in new operations, their decisions have always, so far as it has been possible, applied the differentials existing in collieries where similar work had been done in the past. In other words, they have merely interpreted the award's provision that "present methods of payment for coal mined shall be adhered to, unless changed by mutual agreement," and the 1909 agreement's provision that "the rates which shall be paid for new work shall

[1] The decision in this case was of unusual importance because it involved the contract system of one of the large mining companies (the Delaware and Hudson Coal Company). This company, instead of having a contract with each individual contract miner covering the work of such individual worker, made a contract with a single miner covering the mining of all of the coal in a given section of a mine and requiring the work of a number of miners as well as laborers. The decision, which was based in part on former decisions and rulings, directed the payment of standard rates to miners and laborers employed by contract miners, and involved the payment of large sums of money.

[2] Board of Conciliation, Decision of Umpire *in re* Grievance No. 245, Item 1.

not be less than the rates paid under the Strike Commission's award for old work of a similar kind and nature."

There have been a few instances, however, where the award and the agreements have not been found applicable and interpretations have not been adequate. One of these cases was of ten years' standing, and involved a condition not covered by existing differentials. In the Klondike vein at the Ontario Colliery of the Scranton Coal Company it was necessary to take down top rock to make the requisite height for mine cars. The rate paid for this work was $2.20 a yard. But this vein and another vein lying above it came together and formed one vein of a considerably greater thickness, with a strip of rock running through the middle of the vein. Where the two veins merged there remained no necessity for taking down top rock where the full height was mined, but it then became necessary to handle the strip of rock between the two veins. The company put on a new rate, and the miners presented a grievance. This grievance was first presented in October, 1904.[1] The company claimed that it had the right, under the award, to readjust the rates of compensation whenever there is a change in the conditions under which the miner is working. The Board of Conciliation disagreed and the case went to an umpire. The umpire held that the case was one to which the award of the Commission was not applicable and the grievance was not sustained. But the umpire's decision also stated that "the question of what rate should be paid for the handling of the rock imbedded in the coal vein was a proper subject *for a new agreement.*"[2] The matter did not come up again until 1912, when a grievance was presented by certain employees in the Ontario Colliery that since 1904 there has been no fixed and agreed-upon rate for cutting the rock under question. Again the case went to an umpire—it happened that it was the same umpire, Dr. Neill—and the decision was the same so far as the award and the agreement was concerned. But instead of merely suggesting that the question was a subject for a new agreement, the second decision specifically provided:

that as the first step towards a settlement of this grievance, the proper representatives of the Company shall meet with the miners working in the chambers

[1] Grievance No. 128, *Report of Board of Conciliation 1903–1906*, pp. 300–302.

[2] Grievance No. 214, Item 3, *ibid.*, p. 1.

to which this grievance applies, or with a committee selected by these miners, and endeavor in good faith to agree upon some fixed and definite rate or rates, to be paid for handling this rock. This first step is directed in conformity with the fourth award of the Anthracite Coal Strike Commission, which clearly implies that adjustments of grievances shall first be undertaken "by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested." If no agreement can be reached as a result of this first step, then in conformity with subsection (*d*) of the agreement of May, 1912, the representative of the Company shall meet with the Grievance Committee and the member of the Board of Conciliation and endeavor to agree upon a rate or rates. In the event of a failure to agree, the fixing of the rate shall be referred to the Conciliation Board; and when a rate shall be finally agreed upon, it shall be retroactive to a date 10 days after the date on which this decision is presented to the meeting of the Conciliation Board. It is to be understood that this decision applies only to the handling of what can be properly called "rock," and that the rates are to be fixed for this only.[1]

A second case involved the payment of a large sum of money by the anthracite operators. It was of unusual importance because it involved the application of the sliding scale for March, 1912, the last month of the existence of that method of payment, and hence did not constitute a specific precedent. Apparently such a case involved merely an interpretation of the 1903 award; in reality it went beyond the award because it had been found, in applying the sliding scale, that the strict letter of the award could not be carried out. The award provided that each employer should apply the increase in pay on the earnings of the particular month on the sales of which the sliding scale was calculated; the practice, however, was adopted of paying the sliding scale increase by applying the percentage based on the sales of a given month on the earnings of the succeeding month until April 1, 1912, when a suspension occurred. After work was resumed, the mine workers claimed that the increase, according to the sliding scale, for the month of March was still due them. Various questions arose as to the method by which this increase ought to be paid. The umpire, however, decided that the workers were entitled to receive the sliding scale increase as calculated upon the basis of March coal prices.[2] It will be noted, therefore, that this case was one

[1] Grievance No. 214, Item 3, *Report of Board of Conciliation 1903–1906*, p. 3.

[2] Board of Conciliation, Decision of Umpire *in re* Sliding Scale for March, 1912 (rendered May 1, 1913).

which had to be decided as a case in equity. The Board of Conciliation failed to arrive at any agreement, and the umpire was called upon to act as arbitrator.

Within the last year or so the introduction of a coal-cutting machine has caused the bringing up of a question of rates of pay which apparently has no precedent or basis in preceding rulings and decisions. The question, in the form of a request for rates of pay higher than those set by operators who have installed the machine, has gone to the Board. The Board, in December, 1914, failed to agree on a decision and the matter went to Umpire George Gray. In this case the conciliation and arbitration machinery provided by the agreement has thus been called upon to act on a fundamental question which is not covered by the award or the subsequent agreements. It is significant that the 1915 demands of the tri-district convention of the United Mine Workers include one for "a readjustment of the machine mining scale."

The 1915 demands, as has already been suggested, reflect the situation which has been created by the occurrence of such matters as these. Two distinct clauses in these demands indicate a desire on the part of the mine workers to change the conciliation machinery to meet the situation. They are as follows:

> 9. We demand a readjustment of the machine mining scale to the extent that equitable rates and conditions shall obtain as a basis for this system.
>
> 10. We demand that arrangements of detailed wage scales and the settlement of internal questions, both as regards prices and conditions, be referred to the representatives of the operators and miners of each district to be adjusted on an equitable basis.

The trend is thus toward clothing the system of conciliation and arbitration with more definite and greater authority to settle fundamental questions of wages and conditions of labor. For over twelve years these questions have been regarded as settled by the 1903 award, except where situations have arisen which forced interpretations that were essentially supplementary agreements. It is now proposed to get farther away from the 1903 award as the constitution of industrial relations, to make the agreement the real constitution, and to transform the conciliation machinery into a more responsible and more responsive legislative body.

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